

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION  
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT  
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (CGM)

SIPA Liquidation

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the  
Liquidation of Bernard L. Madoff Investment  
Securities LLC, and Bernard L. Madoff,

Plaintiff,

v.

CRÉDIT AGRICOLE (SUISSE) S.A., and  
CRÉDIT AGRICOLE S.A., a/k/a BANQUE  
DU CRÉDIT AGRICOLE,

Defendants.

Adv. Pro. No. 12-1022 (CGM)

**STIPULATION AND ORDER**

Irving H. Picard (the “Trustee”), as trustee for the substantively consolidated liquidation of the business of Bernard L. Madoff Investment Securities LLC under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa–*lll*, and the estate of Bernard L. Madoff, individually, and defendant Crédit Agricole (Suisse) S.A. (“C.A. Suisse” or the “Defendant”), and collectively with the Trustee, the “Parties,” each a “Party”), by and through their respective, undersigned

counsel, hereby stipulate and agree as follows:

**WHEREAS**, on January 12, 2012, the Trustee filed his original complaint (“Complaint”) in the above-captioned adversary proceeding against Defendants to recover subsequent transfers Defendants allegedly received from Fairfield Sentry Limited (“Fairfield Sentry”), Fairfield Sigma Limited, Kingate Global Fund Ltd. (“Kingate Global”), and Kingate Euro Fund Ltd. (“Kingate Euro,” and together with Kingate Global, the “Kingate Funds”). ECF. No. 1; and

**WHEREAS**, on February 24, 2022, the Trustee amended his complaint through a stipulation dismissing the Kingate Funds transfers and certain Fairfield Sentry Subsequent Transfers identified on Schedule 1. ECF. No. 110;

**IT IS HEREBY STIPULATED AND AGREED**, that

1. Defendant shall respond to the Complaint by May 16, 2022, by filing a motion to dismiss. The Trustee shall respond to the motion by July 15, 2022, and Defendant shall file its reply by August 15, 2022.

2. The Parties shall seek oral argument on the motion to dismiss at the Court’s first available convenience.

3. The above deadlines granted by this stipulation are without prejudice to either Party seeking future extensions of time.

4. This stipulation may be signed by the Parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic, or electronic copy of this stipulation shall be deemed an original.

**IT IS HEREBY STIPULATED AND AGREED**, that the above deadlines granted by this Stipulation are without prejudice to either Party seeking future extensions of time.

Dated: March 28, 2022  
New York, New York

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

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Madoff Investment Securities LLC and the  
estate of Bernard L. Madoff*

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*Attorneys for Defendant Crédit Agricole  
(Suisse) S.A.*

**Dated: March 29, 2022  
Poughkeepsie, New York**



**/s/ Cecelia G. Morris**

**Hon. Cecelia G. Morris  
U.S. Bankruptcy Judge**